

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: June 15, 2005

Division: Community Services

Bulk Item: Yes X No

Department: Community Services

Staff Contact Person: Sandy Molina

AGENDA ITEM WORDING: Approval of Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E of the Contracts between Monroe County and Florida Keys Society of Prevention of Cruelty to Animals, Inc. and Stand Up For Animals.

ITEM BACKGROUND: These Exhibits were inadvertently left out of the Contracts at the May 18, 2005 BOCC meeting.

PREVIOUS RELEVANT BOCC ACTION: On May 18, 2005 the BOCC approved the above Contracts.

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Approval

TOTAL COST: N/A

BUDGETED: Yes N/A No

COST TO COUNTY: N/A

SOURCE OF FUNDS:

REVENUE PRODUCING: Yes No N/A **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty N/A OMB/Purchasing N/A Risk Management N/A

DIVISION DIRECTOR APPROVAL:


JIM MALLOCH, Division Director

DOCUMENTATION: Included X Not Required

DISPOSITION:

AGENDA ITEM #

EXHIBIT "A"
FORMS REQUIRED TO BE USED BY CONTRACTOR

ADOPTION AGREEMENT
(ORGANIZATION'S NAME)
Monroe County, Florida

This Agreement is entered into between (name of Adopter), the "Adopter," and (name of organization), the "Agency" this (day) day of (month), 200 .

In consideration of the mutual promises contained herein, the above stated parties hereby agree as follows:

1. Agency shall release to Adopter the animal described in Receipt No. .
 2. Agency has provided basic care to the animal, and has found it to be in apparent good health, but makes no guarantees as to any undetected medical disorders or defects in its disposition. Any medical treatment or procedures rendered to the animal preparatory to the adoption shall be listed on a receipt provided to Adopter. Adopter may return the animal within 10 days of adoption without further charge only if the animal is certified by a licensed veterinarian to suffer from a congenital disorder. Any return after that time or for other than a congenital disorder will be subject to the Agency's Intake Fee. In recognition that Agency is a not-for-profit organization providing shelter care for the County shelter, none of the adoption or other related preparatory fees are refundable.
 3. In consideration of the privilege of adoption, Adopter hereby waives any and all claims for damages against Agency and Monroe County, their officers, employees, agents and representatives which may result from this adoption, including, but not limited to, any veterinary costs or expenses incurred for the animal, damages or injury to property or person.
 4. Animal has been neutered or spayed. Adopter agrees that spaying/neutering is a condition of the adoption and this contract provision may be enforced in Court. In the event that the animal is discovered to have not been neutered or spayed for any reason prior to release to Adopter, Agency shall, by written notice delivered in person or by registered mail, return receipt, require Adopter, within ninety (90) days of said notice, to provide to Agency a licensed Veterinarian's certified statement that the animal has been neutered/spayed or shall return the animal to the Agency for such procedure. Should Agency action become necessary to enforce this provision, Adopter agrees to pay all costs, including court costs and attorney's fees of the Agency. Should a Court adjudicate this issue, the parties agree that in addition to payment by Adopter of all costs, the Agency shall be entitled to injunctive relief requiring the spay/neuter surgical procedure.
 5. Adopter agrees to provide humane care for the animal in accordance with all laws and ordinances in force in Monroe County. Adopter will not sell, trade, give away, or otherwise dispose of said animal without first giving Agency the right to take possession and ownership of the animal, subject only to the Agency's Intake fee as set by Monroe County Resolution.
- SO AGREED the date first written above.

(Signature of Adopter)

(Signature of Agency Representative)

EXHIBIT "B"
AFFIDAVIT OF INABILITY TO
PAY ANIMAL CONTROL CHARGES

I, _____, (name) who being first duly sworn, in support of my request to have certain Monroe County Animal Control charges waived, do certify that:

1. I am the owner of _____,
(name(s) of animal(s))
who are, respectively, _____, and
(specify species)
who have/has been picked up, housed or cared for by Monroe County Animal Control.

2. For the period of _____ to _____, \$ _____
(date of 1st charge) (date of last charge)

has been incurred as a result of the animal control services stated in paragraph number one.

3. That I am unable to pay (check one) _____ 1) the charges (or)
_____ 2) any more than \$ _____

without substantial hardship to myself or my family due to the following circumstances: (check all that apply)

_____ (A) My household gross monthly income from all sources is less than:
(1) \$1,200 if only one person in household, or (2) \$1,500 if more than one person in household.

_____ (B) I do not have cash (including checking and savings account) in excess of \$500.00.

_____ (C) I owe debts due to illness or misfortunes of my family. If this item is checked, briefly describe in the space provided below:

_____ (D) I do not own real or personal property which are not used by me for shelter and the necessities of life. If this item is checked, briefly list and describe all real property and automobiles owned by affiant:

4. If any statement herein is determined to be untrue, I agree to pay such charges as have been waived as a result of this affidavit.

(signature)

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 200__, by _____
_____, who is personally known to me _____ or who produced _____
_____, as identification.

Notary Public - State of Florida at large

Concur _____
Animal Control Director

Concur _____
County Administrator

RESOLUTION NO. 496 -2000

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, AMENDING RESOLUTION NO. 136-2000 CONCERNING FEES FOR ANIMAL CONTROL SERVICES, IN ORDER TO INCREASE THE COUNTY LICENSE FEE FOR UNSPAID/UNNEUTERED ANIMALS FROM \$20.00 TO \$35.00

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, as follows:

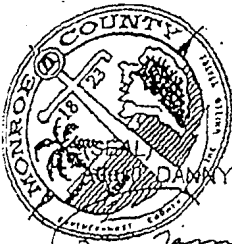
Resolution No. 136-2000 is hereby amended to read as follows:

<u>SERVICE</u>	<u>FEE</u>
Pickup:	
1 st time	\$ 25
2 nd time	\$ 50
3 rd time and more within 12 months	\$100
The pickup fees set forth above shall be doubled if the animal picked up was not vaccinated for rabies.	
Board (per night)	\$ 10
Adoption	\$ 10
Disposal	\$ 10
County License:	
spayed/neutered	\$ 10
unspayed/unneutered	\$ 35
replacement	\$ 2
Dangerous Dog Certificate of Registration	
First Year	\$100
Annual renewal	\$ 50

FILED FOR RECORD
01 JAN 28 PM 12:37
DANNY L. KOLHAGE
CLK. CIR. CL.
MONROE COUNTY, FLA.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of the Board held on the 13th day of December, 2000.

Mayor George Neugent	<u>yes</u>
Mayor Pro Tem Nora Williams	<u>yes</u>
Commissioner Charles "Sonny" McCoy	<u>yes</u>
Commissioner Murray Nelson	<u>yes</u>
Commissioner Dixie Spehar	<u>yes</u>



DANNY L. KOLHAGE, CLERK

By [Signature]
Deputy Clerk

agendaResACfees.doc

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By [Signature]
Mayor/Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY [Signature]
ROBERT N. BOLE
DATE 1-28-02

2/27/98 1:05 PMSHER.MX2.xls Sm

EXHIBIT "E"

POLICY AND PROCEDURES CONTRACT ADMINISTRATION MANUAL

General Insurance Requirements for Animal Control Contracts

As a pre-requisite of the work governed, or the goods supplied under this contract (including the pre-staging of personnel and material), the Contractor shall obtain, at his/her own expense, insurance as specified in any attached schedules, which are made part of this contract. The Contractor will ensure that the insurance obtained will extend protection to all Subcontractors engaged by the Contractor. As an alternative, the Contractor may require all Subcontractors to obtain insurance consistent with the attached schedules.

The Contractor will not be permitted to commence work governed by this contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the County as specified below. Delays in the commencement of work, resulting from the failure of the Contractor to provide satisfactory evidence of the required insurance, shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for the Contractor's failure to provide satisfactory evidence.

The Contractor shall maintain the required insurance throughout the entire term of this contract and any extensions specified in the attached schedules. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the Contractor to maintain the required insurance shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the Contractor's failure to maintain the required insurance.

The Contractor shall provide, to the County, as satisfactory evidence of the required insurance, either:

- Certificate of Insurance or • A Certified copy of the actual insurance policy.

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

The acceptance and/or approval of the Contractor's insurance shall not be construed as relieving the Contractor from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation.

Any deviations from these General Insurance Requirements must be requested in writing on the County prepared form entitled "Request for Waiver of Insurance Requirements" and approved by Monroe County Risk Management.

**ANIMAL CONTROL
ERRORS AND OMISSIONS LIABILITY
INSURANCE REQUIREMENTS
FOR
ANIMAL CONTROL CONTRACT**

**BETWEEN
MONROE COUNTY, FLORIDA
AND**

Prior to the commencement of work governed by this contract, the Contractor shall obtain Animal Control Errors and Omissions Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- False Arrest, Detention or Imprisonment
- Malicious Prosecution
- Wrongful Entry and Eviction
- Assault and Battery
- First Aid E&O
- False or Improper Service of Process
- Violation of Property Rights
- Violation of Civil Rights

The minimum limits acceptable shall be:

\$1,000,000 Combined Single Limits (CSL)

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the termination of the contract.

The policy shall not exclude claims or have coverage limitations relating to occurrences caused by or related to animals.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

ANIMAL E&O

**EMPLOYEE DISHONESTY
INSURANCE REQUIREMENTS
FOR
CONTRACT _____**

**BETWEEN
MONROE COUNTY, FLORIDA
AND
_____**

The Contractor shall purchase and maintain, throughout the term of the contract, Employee Dishonesty Insurance which will pay for losses to County property or money caused by the fraudulent or dishonest acts of the Contractor's employees or its agents, whether acting alone or in collusion of others.

The minimum limits shall be:

\$100,000 per Occurrence

**GENERAL LIABILITY
INSURANCE REQUIREMENTS
FOR
ANIMAL CONTROL CONTRACT**

**BETWEEN
MONROE COUNTY, FLORIDA
AND**

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$1,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$ 500,000 per Person
\$1,000,000 per Occurrence
\$ 100,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the termination of the contract.

The policy shall not exclude claims or have coverage limitations relating to occurrences caused by or related to animals.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

GLAnimals

**VEHICLE LIABILITY
INSURANCE REQUIREMENTS
FOR
ANIMAL CONTROL CONTRACT**

**BETWEEN
MONROE COUNTY, FLORIDA
AND**

Prior to the Organization taking possession of the vehicles governed by this agreement, the Organization shall purchase Vehicle Liability Insurance and Auto Physical Damage Insurance. Coverage shall be maintained throughout the life of the Agreement and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles
- Physical Damage Protection

The minimum limits acceptable shall be:

\$1,000,000 Combined Single Limit (CSL)
ACV for Physical Damage

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements. In addition, the Monroe County Board of County Commissioners shall be named as "Loss Payee" with respect to the physical damage protection.

**WORKERS' COMPENSATION
INSURANCE REQUIREMENTS
FOR
ANIMAL CONTROL CONTRACT**

**BETWEEN
MONROE COUNTY, FLORIDA
AND**

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to Florida Statute 440.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

\$100,000 Bodily Injury by Accident
\$500,000 Bodily Injury by Disease, policy limits
\$100,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the State of Florida, and the company or companies must maintain a minimum rating of A-VI, as assigned by the A.M. Best Company.

If the Contractor has been approved by the Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the County.

**ALL RISK PROPERTY
INSURANCE REQUIREMENTS
FOR
ANIMAL CONTROL SHELTERS/
COUNTY-OWNED PROPERTY**

**BETWEEN
MONROE COUNTY, FLORIDA
AND**

Prior to the Organization/Individual taking possession of the property governed by this lease/rental agreement, the Organization/Individual shall obtain All Risk Property Insurance (to include the perils of Flood and Wind) with limits no less than the Replacement Cost Value of the property leased or rented. Coverage shall be maintained throughout the life of the Lease/Rental Agreement and include, as a minimum, liability coverage for:

Fire	Lightning	Vandalism
Sprinkler Leakage	Sinkhole Collapse	Falling Objects
Windstorm	Smoke	Explosion
Civil Commotion	Aircraft and Vehicle Damage	Flood

The Monroe County Board of County Commissioners shall be named as Additional Insured and Loss Payee on all policies issued to satisfy the above requirements.

**MONROE COUNTY, FLORIDA
RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION
MANUAL**

**Indemnification and Hold Harmless
for
Animal Control Contracts**

The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act or omission of the Contractor or its Subcontractors in any tier, their employees, or agents.

In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

**MONROE COUNTY, FLORIDA
RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION
MANUAL**

WAIVER OF INSURANCE REQUIREMENTS

There will be times when it will be necessary, or in the best interest of the County, to deviate from the standard insurance requirements specified within this manual. Recognizing this potential, and acting on the advice of the County Attorney, the Board of County Commissioners has granted authorization to Risk Management to waive and modify various insurance provisions.

Specifically excluded from this authorization is the right to waive:

- **The County as being named as an Additional Insured** - If a letter from the Insurance Company (not the Agent) is presented, stating that they are unable or unwilling to name the County as an Additional Insured, Risk Management has been granted the authority to waive this provision.

and

- **The Indemnification and Hold Harmless provisions**

Waiving of insurance provisions could expose the County to economic loss. For this reason, every attempt should be made to obtain the standard insurance requirements. If a waiver or a modification is desired, a **Request for Waiver of Insurance Requirements** form should be completed and submitted for consideration with the proposal.

After consideration by Risk Management and if approved, the form will be returned, to the County Attorney who will submit the Waiver with the other contract documents for execution by the Clerk of the Courts.

Should Risk Management deny the Waiver Request, the other party may file an appeal with the County Administrator or the Board of County Commissioners, who retains the final decision making authority.

MONROE COUNTY, FLORIDA
Request For Waiver
of
Insurance Requirements

It is requested that the insurance requirements, as specified in the County's Schedule of Insurance Requirements, be waived or modified on the following contract.

Contractor: _____

Contract for: _____

Address of Contractor: _____

Phone: _____

Scope of Work: _____

Reason for Waiver: _____

Policies Waiver
will apply to: _____

Signature of Contractor: _____

Approved _____ Not Approved _____

Risk Management _____

Date _____

County Administrator appeal: Approved: _____ Not Approved: _____

Date: _____

Board of County Commissioners appeal: Approved: _____ Not Approved: _____

Meeting Date: _____